



Terms and conditions

Last updated August 2023

Terms and conditions

Important information you need to know

The Countingup Account Agreement

Please read this Agreement carefully before you activate your Card or use any of our services or Account. This information forms the Agreement for your Countingup Account including any associated Card and payment services that we may provide to you. By confirming that you accept the terms of this Agreement, or by activating your Card and/or using our services, you accept this Agreement. If there is anything you do not understand, please contact Customer Services using the contact details in paragraph 20 of this Agreement.

At Countingup we want you to have a clear understanding of our product features and pricing, so in addition to the detail found in paragraph 12 of this agreement, here is a summary of what you can expect when it comes to our standard pricing. We believe in fair pricing, so you'll be charged one of our standard monthly pricing tiers based on the activity in your account, our Subscription Fees only increase as your business grows.

Category		Fee		
Subscription fees (based on Total Monthly Deposits in)		£3 (£0-£750)	£9 (£750 - £7,500)	£18 (£7,500+)
Transaction fees (based on usage and applicable from Account Opening)				
Account transfers		30p		
ATM withdrawal		£1		
Cash load	Post Office	0.5% (£2 min.)		
	Paypoint	3%		
Foreign currency fee (non-GBP)		3%		
Replacement card		£5		

1. DEFINITIONS

3D Secure – A payment authentication standard for internet purchases that adds an extra layer of security when purchasing goods or services online with participating retailers.

Account – Any electronic account issued to you under this Agreement.

Account Details – Any details related to your Account, such as but not limited to, Sort Code and Account Number.

Account Holder – The entity legally responsible for an Account. For a Non-Limited Business, this is the sole trader. For a Limited Business, this is the company itself.

Account Information Services – An online service that provides consolidated information on accounts held by you with one or more payment service providers such as banks.

Account Information Services Provider – A third party payment service provider which is authorised by its Regulator to provide Account Information Services to you with your explicit consent and under a separate agreement which you have signed with them.

Account Limits – means restrictions to the amount of funds &/or transactions that can reside in or pass through your Account. See paragraph 2 for more details.

Account Number – Means the unique 8 digit number which can be found on your Card, or in the app.

Account Opening - means the date on which your account number and sort code become available in the Countingup app.

Agreement - This agreement varied from time to time.

ATM - Automated Teller Machine.

Authorised Third Party Provider – Includes Account Information Service Provider and/or Payment Initiation Service Provider.

Available Balance - The value of funds available on your Account to use.

BACS – A service enabling organisations to make payments to an account that takes 3 Working Days for the funds to be cleared.

Bank Account Number - This is your unique personal account number, and it is found on the front of your Card.

Card - Any Countingup Prepaid Mastercard Card associated with your Account.

Card Number - The unique 16 digit number on your Card.

CHAPS – Clearing House Automated Payments System, bank-to-bank technology which enables same-day payments to be made within the UK, provided the payment instruction is received by the sending bank or organisation before a certain time.

Contactless - A payment feature that provides Cardholders with a way to pay by tapping the Card on a point-of-sale terminal reader for transactions of up to £100 (as amended from time to time).

Countingup – Counting Limited, a company registered in England and Wales with number 10729748 who can be contacted at 20-22 Wenlock Road, London, UK, N1 7GU.

Countingup Apps – A mobile App and/or online portal that allows you to have access to your Account which is provided to you by Countingup.

Customer Services - The team responsible for supporting queries relating to your Account. Contact details for Customer Services can be found in paragraph 20.

Direct Debit – A service allowing a third party to collect pre-authorized funds from your Account electronically on agreed dates, for example, to pay bills.

EEA - The European Economic Area which currently includes all countries in the European Union together with Iceland, Norway and Liechtenstein.

e-money - The electronic money associated with your Account.

Faster Payment – A service allowing you to make and receive electronic payments in the UK which is received by the recipient bank within 2 hours provided that the receiving organisation or bank is part of the Faster Payments Scheme.

Full Deductible Amount - The full transaction amount, including the transaction itself along with any associated fees, charges and taxes.

Limited Business - Means Limited Company incorporated in the UK.

Mastercard Acceptance Mark - The Mastercard International Incorporated Brand Mark, indicating acceptance of the Card.

Mastercard - Mastercard International Incorporated whose head office is at 2000 Purchase Street, Purchase, New York, 10577-2509, USA.

Maximum Account Balance - a cap on the total value of funds that can reside in your Account at any given time. See paragraph 2 for more detail.

Membership Month - means either the full calendar month or the monthiversary (mensiversary) from Account Opening.

Merchant - A retailer, or any other person, firm or corporation that accepts cards that display the Mastercard Acceptance Mark.

Multiple Accounts - A second Countingup Account for a different limited company, with a different account number and Mastercard. These Terms and Conditions apply to each and every Countingup account separately.

Non-Limited Business – Means a UK business that is not a Limited Business.

Payment Details – The details you provide to enable funds to be received into your Account or the details that you provide in order to send funds from your Account.

Payment Initiation Services – An online service that accesses your Account to initiate the transfer of funds on your behalf.

Payment Initiation Service Provider – A third party payment service provider which is authorised by its Regulator to provide Payment Initiation Services to you with your explicit consent and under a separate agreement which you have signed with them.

Payment Instruction – An instruction from you to make a payment from your Account.

PIN - Your four-digit personal identification number for use with the Card.

Quasi Cash – Means transactions that include, but are not limited to, purchasing travellers' cheques, lottery tickets, casino gaming chips, money orders, deposits and wire transfer money orders.

Regulator – Means Financial Conduct Authority in the UK or any other European financial services regulator.

Sort Code – Means the unique 6 digit number which can be found on your Card or in the app.

Scheduled payment - Means a future payment that will be triggered on (or as close as possible) to a specified date in the future

Subscription Fee - means the monthly charge for your Countingup Account. It will be debited from your account in an amount based on the tier that your account was in during the prior Membership Month. The tier is based on Total Monthly Deposits (definition below) into your account.

we, us, our – Counting Ltd (trading as Countingup), a company registered in England and Wales with company number 10729748 who can be contacted at 20-22 Wenlock Road, London, N1 7GU.

PPS – PrePay Technologies Limited trading as PPS, a company registered in England and Wales with number 04008083 who can be contacted at PO BOX 3883 Swindon SN3 9EA.

Total Monthly Deposits - means the money received into your Countingup business account within the Membership Month (see definition of Membership Month above).

Transaction Fees - means the fees as described in paragraph 12 which are chargeable as soon as you start using your account. They are based on the usage of each of the relevant transaction types.

Website – www.countingup.com

Working Day – Our working days are Monday to Friday but do not include bank or public holidays in England.

you, your - The Account Holder.

2. ACCOUNT LIMITS

Details of the live Account Limits, including Maximum Account Balance, Cash Deposits, Incoming Payments, Outgoing Payments, Card Purchases and Cash Withdrawals can be found [here](#) (note: this page will be updated to ensure it reflects the current limits).

3. SCOPE OF THIS AGREEMENT

3.1 Your Account is an e-money account held in pounds sterling. Your Card associated with your Account will be a prepaid card; it is not a credit, charge or debit card.

3.2 Your Account is an electronic money product and the electronic money stored on your Account is issued by PPS and distributed and administered by Countingup as an agent for PPS. PPS is authorised and regulated by the FCA as an electronic money institution with permission to issue e-money and provide payment services (firm reference number 900010).

3.3 Your Card is issued by us pursuant to our licence from Mastercard.

Mastercard is a registered trademark, and the 'circles design' is a trademark of Mastercard International Incorporated. Your Card remains our property.

3.4 Your rights and obligations relating to the use of your Account and Card are as set out in this Agreement between you and us; you have no rights against Mastercard or its respective affiliates. If you experience any difficulties in using your Account and/or Card you should contact Customer Services.

3.5 This Agreement is written and available only in English and we undertake to communicate with you in English regarding any aspect of your Card or Account.

3.6 You agree that we may communicate with you by e-mail, SMS or via the Countingup Apps for issuing any notices or information about your Account or Card and therefore it is important that you ensure you keep your e-mail address and mobile phone number updated via the Countingup Apps.

3.7 If you wish to make use of services provided by an Authorised Third Party Provider on your Account, you may do so provided that you have signed up to use Countingup Apps and your Account is active. We advise that before using an Authorised Third Party Provider, you ensure that the Authorised Third Party Provider is authorised by a Regulator to provide their services. In the UK, the Financial Conduct Authority's register (available at <https://register.fca.org.uk/>) will tell you whether a company is authorised. You

must provide your explicit consent or share your Countingup Apps credentials with the Authorised Third Party Provider each time access to your Account is required for them to provide you with their services. You should always consider the implications of sharing your Countingup Apps credentials and your personal information.

3.8 If an Authorised Third Party Provider requests access to your Account to provide you with their services using your Countingup Apps credentials, we will assume that you have given consent for them to do so. Please note that we are obliged to provide access to your Account if it is requested by an Authorised Third Party Provider and can only refuse access in certain circumstances.

3.9 If you do not wish to use services provided by an Authorised Third Party Provider on your Account, you may simply refuse to provide your consent or refuse to share your Countingup Apps credentials with an Authorised Third Party Provider.

4. APPLYING AND REGISTERING YOUR ACCOUNT

4.1 To apply for an Account, you must be at least 18 years old, must have a UK registered Business or Limited Business and be a UK resident.

4.2 We will register your Account for you on the basis of the information that you have provided to us. You agree to provide accurate information and to tell

us of any changes as soon as possible so that our records remain correct. This includes any changes related to the legal status of the Limited Business and/or its director(s).

4.3 To use your Account, you will need to sign up for the Countingup Apps. Your Account will be active from the Account Opening date.

4.4 If we discover that the information we hold about you is incorrect or inaccurate, we may have to suspend or cancel your Account until we can establish the correct information, in order to protect us both. This includes any changes related to the legal status of the Limited Business and/or its director(s).

5. RECEIVING AND ACTIVATING A CARD

5.1 The Card will be posted to the residential address registered on your Account, usually within 5 business days. Until the Card is activated, funds can be paid into the account but account transfers are not possible

5.2 When the Card is received, you must sign it immediately and should then activate it via the Countingup Apps.

5.3 Once the Card has been activated, the Countingup Apps will reveal the PIN. The PIN should never be revealed to anybody. We will not reveal the PIN to a third party.

5.4 The PIN can be changed at any UK ATM. When selecting or changing the PIN, you must not select a PIN that may be easily guessed, such as a number that:

5.4.1 is easily associated with you, such as your telephone number or date of birth; or

5.4.2 is part of data imprinted on the Card; or

5.4.3 consists of the same digits or a sequence of running digits; or

5.4.4 is identical to a previously selected PIN.

6. USING THE CARD AND CARD EXPIRY

6.1 The Card can be used at any Merchant to make purchases in-store, via the internet or over the phone and can be used to obtain cash through ATMs (fees may apply, see paragraph 12). You can authorise a transaction on the Card at any Merchant by entering your PIN or other security code, if the Merchant does not accept chip and PIN authorisation, the Merchant may allow you to authorise the transaction by signing the receipt. A transaction can also be authorised by tapping the Card against a Contactless enabled reader. You can make 5 consecutive Contactless transactions after which any Contactless transactions will be declined and you will be required to enter your PIN to authorise the transaction. Any entry of the Card PIN (including a balance enquiry at an ATM) will reset the counter. Where a PIN entry is not

available (e.g., Public Transport), the counter will not apply. Please be aware that you will not be able to stop a transaction once it has been authorised as at that point it is deemed to be received by us. We may refuse to execute a transaction if the transaction is unlawful or fraudulent. We will treat the transactions as authorised and genuine if:

6.1.1 the Card PIN or other security code personal to you is used; or

6.1.2 the Card is used and you have authorised the transaction by signing the receipt.

6.2 The Card is a prepaid card, which means that the Available Balance will be reduced by the full amount of each transaction and authorisation, plus any applicable taxes and charges, including additional ATM charges if any. You must not use the Card if the Full Deductible Amount exceeds the Available Balance.

6.3 Due to security safeguards, Merchants that accept the Card are required to seek authorisation from us for all of the transactions that are made by you. There are some circumstances where Merchants may require you to have an Available Balance greater than the value of the transaction you wish to make. You will only be charged for the actual and final value of the transaction you make. Merchants request this as they may need to access more funds than you initially planned to spend. For example:

6.3.1 hotels, car rentals, and

6.3.2 internet Merchants – certain internet Merchant sites will, on registration or at the checkout stage, send a request for payment authorisation to check if funds are available. This will temporarily impact the Available Balance. Also please bear in mind that many sites will not deduct payment until goods are dispatched so please be aware of this when checking the Available Balance to make sure sufficient funds are available to cover all purchases.

6.4 The Card cannot be used in situations where it is not possible to obtain online authorisation that you have a sufficient balance for the transaction. For example but not limited to transactions on trains, ships, and some inflight purchases.

6.5 The Card cannot be used at self-service petrol pumps but it can be used to pay by taking it to the cashier.

6.6 The Card should not be used as a form of identification.

6.7 The Card may not be used for any illegal purpose or in any manner prohibited by law, nor for gambling, for any adult entertainment or for Quasi Cash transactions.

6.8 We may ask you to surrender your Card at any time for a valid reason in accordance with the provisions in paragraph 15 of this Agreement.

6.9 If a retailer agrees to give a refund for a purchase made using the Card, the funds will be added to the Available Balance of the Account when we receive the funds from the retailer's acquiring bank.

6.10 The Card can be used to make transactions in a currency other than pounds sterling ("foreign currency transaction"), the amount deducted from your Account will be converted to pounds sterling on the day we receive details of that foreign currency transaction. We will use a rate set by Mastercard, which will be available on each Working Day and changes in the exchange rate shall take effect immediately. Exchange rates can fluctuate and they may change between the time a transaction is made and the time it is deducted from your Available Balance. You can find out the exchange rate applied to a transaction in your transaction history. We may charge an additional foreign transaction fee for all foreign currency transactions.

6.11 The expiry date of the Card is printed on the front of the Card. You will not be able to use your Card once it expires. We may send you a replacement Card if requested (fees may apply, see paragraph 12).

6.12 Any Available Balance remaining on the Account at Card expiry will remain yours for a period of six years from the expiry date. Within this period, you may at any time transfer any Available Balance on the Account to a UK

bank account via Faster Payment (subject to Account Limits). You will not have access to your Account and we will not return any funds remaining on the Account after six years from Card expiry and this Agreement will terminate.

6.13 You do not need to register your Card to use 3D secure. When purchasing online from a participating retailer and authentication is required, you will be taken to a Mastercard SecureCode or Verified by Visa screen and instructions will be available.

7. USING THE ACCOUNT

7.1 Subject to Account Limits, the Account can be used for setting up Direct Debits, for making and receiving Faster Payments and for receiving BACS and CHAPS.

ADDING FUNDS TO THE ACCOUNT

7.2 Subject to Account Limits, funds can be added to the Account via Faster Payments, BACS, CHAPS payments and cash deposits at the Post Office and Paypoint. The Account Details and/or Card will be required for adding funds via one of these methods. Funds can also be added to the Account by Countingup transferring funds to your Account. Depending on how funds are added to the Account, fees may apply as per paragraph 12.

7.3 A payment coming into the Account may not be credited to the Account if:

7.3.1 the Account has reached the Maximum Account Balance or triggered any another Account Limit; or

7.3.2 the Account is inactive or suspended; or

7.3.3 the sender has provided incorrect/invalid Account Details for your Account; or

7.3.4 we suspect fraudulent activity on the Account; or

7.3.5 to do so is prohibited by any law.

7.4 The funds may be sent back to the sender without notifying you if paragraph 7.3 applies.

PAYMENTS OUT

7.5 To make a UK Faster Payment transfer from your Account, you must first set up the recipient as a new payee. To set up a new payee to make a UK Faster Payment from your Account, you will need to provide the name, account number and sort code of the person you wish to pay.

DIRECT DEBITS

7.6 To set up a Direct Debit from the Account, you must first authorise the organisation requesting Direct Debit payments from the Account.

7.7 If a Direct Debit on the Account is due out on a specified day or on the last day of a certain period, we will treat the Payment Instruction as being received on the day specified.

7.8 Any Direct Debit payment is usually taken from the Account at the beginning of the Working Day it is due.

7.9 It is your responsibility to ensure there are sufficient funds in your Account before any payment is due. If the Account does not have a sufficient Available Balance any Direct Debit payment will be rejected.

SCHEDULED PAYMENTS

7.10 When you schedule a future payment, it will be treated by us as you giving consent on the payment date.

7.11 If you want to cancel a scheduled payment from going out you'll need to cancel the payment before 01:00 (UTC) on the day the payment is scheduled for.

TIMING OF PAYMENTS

7.12 Any payments will be processed within the following timescales

Type of transaction	Timescale
UK Faster Payments out	Processed within 2 hours
Incoming payment	Credited to the Account the same Working Day we receive the incoming payment

7.13 The time of receipt of a transaction order is when we receive it. You cannot stop a transaction after it has been transmitted to us and you have given consent, or when you have given your consent to a pre-authorized payment.

AUTHORISATION FOR PAYMENTS AND STOPPING PAYMENTS

7.14 It is your responsibility to ensure correct recipient account details and payment amount are provided when making any payment or setting up a payee. You are responsible if you give us incorrect instructions or mistakenly instruct us to process the same payment more than once, however, we will try to help you get the money back. We may not always be able to do this, but we will do all we can. We may charge you a fee for tracing, recalling or cancelling a payment. If we cannot get the money back, you can request the relevant information we have about the transaction to help you reclaim the money. We will provide this information on receiving a written request from you unless the law prevents us from doing so.

7.15 You can authorise us to make a payment from your Account via Countingup Apps by setting up electronic payments and giving us instructions via a third party, such as through a direct debit scheme or a Payment Initiation Service Provider. We will treat a payment as authorised by you if:

7.15.1 the transaction was authorised from the Countingup Apps using the required entry passcode or credentials and that the payee had been approved;

7.15.2 you have set up or agreed to any Direct Debit Payments to be taken from your Account; or

7.15.3 a Payment Initiation Service Provider has made a payment from your Account.

7.16 We may refuse to execute or process a payment (without prior notice to you) if:

7.16.1 the Account does not have sufficient Available Balance to cover the payment; or

7.16.2 the Account is suspended or closed; or

7.16.3 the Account has reached its Account Limits; or

7.16.4 we need to do so to comply with the rules of the payment system; or

7.16.5 we suspect fraudulent activity on the Account or the payment is unlawful or fraudulent; or

7.16.6 we are concerned about fraud or unauthorised access to the Account by an Authorised Third Party Provider; or

7.16.7 required to comply with any law.

7.17 If we refuse to process a payment under 7.16:

7.17.1 we will not be liable for any loss this may result in, nor will we be obliged to inform the intended recipient.

7.17.2 you can check the Account to ensure there was enough Available Balance and/or that correct recipient details were provided at the point when the transaction was authorised or payee set up, or you can ask us why we have not executed a payment by contacting Customer Services. Unless the law prevents us, we will explain why and we will also tell you what you can do to correct any errors in the Payment Instruction.

7.17.3 because we or Countingup are concerned under paragraph 7.16.6, Countingup will contact you using the contact details you

provided or by leaving a message on the Countingup Apps as soon as possible or in advance if possible to explain why we have refused to process the payment (unless we are prohibited by the law or we have security reasons to do so).

7.18 You may not be able to stop any payments once it has been authorised by you or a Payment Initiation Service Provider. However, you may be able to stop a Direct Debit payment provided that:

7.18.1 the Direct Debit is cancelled two Working Days before the Account is due to be debited; and

7.18.2 the payment has not already been made.

7.19 If you stop or cancel a Direct Debit, you must tell the recipient to whom the Direct Debit is payable. We will not be responsible if you fail to inform them and the recipient will not have any claim against us.

7.20 Any payment that for any reason is processed for an amount greater than the Available Balance on your Account, must be repaid in full by you. Should you not be able to repay this amount please contact our customer support team immediately (support@countingup.com). We reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

7.21 The Available Balance on your Account will not earn any interest.

8. CHECKING ACCOUNT BALANCE

8.1 You can check the Available Balance and transaction history on the Account via the Countingup Apps.

8.2 You can check the Available Balance at an ATM.

8.3 We will email you on a monthly basis to inform you that your Account statements are available in the Countingup Apps.

9. CANCELLING, CLOSING YOUR ACCOUNT AND REDEEMING E-MONEY

9.1 You may cancel your Account and any Cards before activating them, and up to 14 calendar days after the date of activation ("cancellation period"), by contacting Customer Services. You may transfer any Available Balance to a UK bank account via Faster Payments (subject to Account Limits) before cancelling the Account.

9.2 You may close your Account at any time after the cancellation period and redeem any Available Balance on the Account by contacting Customer Services. Alternatively, you may at any time transfer any Available Balance to a UK bank account via Faster Payments (subject to Account Limits) and contact Customer Services to close the Account.

9.3 Once the Available Balance is redeemed and the Account is closed, your Agreement will terminate. However, if paragraph 9.5 applies to your Account then your Account will remain active and your Agreement will continue to apply to you until there is no money outstanding on your Account.

9.4 All Direct Debit transactions that were set up on the Account will be rejected once your Account is closed.

9.5 If we find any additional withdrawals, fees or charges have been incurred on your Account following the processing of the redemption request, we will send an itemised invoice to you and we will require you to refund us immediately after receiving the invoice. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

10. YOUR LIABILITY AND AUTHORISATIONS

10.1 You are responsible for the use of your Account and any Cards issued for your Account.

10.2 We may restrict or refuse to authorise any use of your Account and any Cards issued to your Account including transactions in any legal jurisdiction if using the Card or Account is causing or could cause a breach of this Agreement or if we have reasonable grounds for suspecting that you or a

third party has committed or is about to commit a crime or other abuse in connection with the Card or Account.

10.3 Where appropriate, any refusal to authorise a Card transaction will be relayed to you via the Merchant concerned.

10.4 It is your responsibility to sign your Card as soon as you receive it and keep it safe. You must also keep safe any security information or credentials related to the Card, Account and Countingup Apps.

10.5 You will be liable for all unauthorised transactions that arise from the use of a lost or stolen Card or Account security information or the misappropriation of the Card if you fail to:

10.5.1 keep the Card and/or security features of the Card and Account safe, or

10.5.2 notify us that the Card is lost or stolen.

10.6 You must ensure you do not:

10.6.1 allow another person to use your Card, PIN or security information related to the Account.

10.6.2 write down password(s), PIN or any security information related to Card, Account and Countingup Apps; or

10.6.3 disclose your PIN or any security information related to your Card, Account and Countingup Apps or otherwise, make them available to any other person, whether verbally or by entering them in a way that allows them to be observed by others; or

10.6.4 enter the PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached or is operating in an unusual manner.

10.7 You should never allow a third party other than an Authorised Third Party Provider to use or access your Account.

10.8 You must not disclose or make available your Countingup Apps credentials to a third party unless the third party is an Authorised Third Party Provider and you want to use their services.

10.9 You are responsible for all transactions which you or a Payment Initiation Service Provider authorises, whatever the manner of such authorisation.

10.10 You will be liable for all transactions that take place as a result of you acting fraudulently or failing to comply with this Agreement with intent or gross negligence. Any such transactions and any fees and charges relating to such transactions will be deducted from the Available Balance on your Account.

10.11 It is your responsibility to keep us informed of changes to your information, including e-mail addresses and mobile numbers. Failure to do so may result in us being unable to contact you regarding your Account, including the provision of refunds to which you might be entitled or to let you know about changes to this Agreement.

10.12 You agree to indemnify and hold harmless, us and our distributors, partners, agents, sponsors, and service providers and their group companies from and against the costs of any legal action taken to enforce this Agreement and/or any breach of this Agreement or fraudulent use of the Card, Account, Countingup Apps login details, or PIN by or authorised by you.

10.13 The Countingup Apps are only supported on devices where the operating system has not been modified, jailbroken or configured to allow software installation from sources other than those approved by Countingup (including but not limited to the Apple App Store and Google Play). Use of the Countingup Apps on such a device is at your risk and neither PPS nor Countingup can be held responsible for any loss of data, information or any financial loss.

11. LOST, STOLEN OR DAMAGED CARDS

11.1 In the event of loss, theft, fraud or any other risk of unauthorised use of the Card or Account, or if the Card is damaged or malfunctions, you must

freeze your Card via the Countingup Apps immediately or contact Customer Services.

11.2 In the event that you notify us in accordance with this Agreement that your Card, security information related to your Card or Account or Countingup Apps credentials have been lost or stolen you will be liable for a maximum of £35 of any loss that takes place prior to us being notified.

11.3 Provided that you have informed us in accordance with paragraph 11.1 and that paragraph 11.4 does not apply, you will not be liable for losses that take place following the date on which you informed Customer Services. If there is an Available Balance remaining on your Account, you can request a replacement Card for your Account. If we replace the Card, the Card will be delivered to the residential address registered on your Account (fees may apply, see paragraph 12).

11.4 In the event that we have reason to believe that you have acted fraudulently or have acted with gross negligence or intentionally in failing to notify us of the lost or stolen Card or have failed to keep your Card or security information related to your Card and Account safe or you have breached this Agreement, you shall be liable for all losses.

12. FEES

12.1 Your Account is subject to the following fees. The fees detailed below relate to the core bundle of services provided to you that are core services in relation to the normal use of your Account. Our revenue is generated by the core fees that we charge to you and are Subscription Fees and Transaction Fees. The other fees are charged to you on an ad hoc basis when certain services are used/required by you on your Account.

Subscription Plan	Starter	Standard	Premium
Core Fees			
Subscription Fees	£3/month	£9/month	£18/month
Accounting Features	Included		
Max. Total Monthly Deposits **	£750	£7,500	Unlimited*
Account Opening Fee	Free		
First Countingup Card	Free		

Transaction Fees	
Account Transfers (in/out)	30p
Direct Debit Out	30p
Card POS Transaction	Free
Foreign Transaction Fees	3% applied to cleared transaction
Customer Service	Free
E-mail Alerts, Mobile Notifications, In-App & SMS Messages	Free
ATM Withdrawal	£1 per withdrawal
Post Office Cash Load	0.5% (£2 min. fee)

PayPoint Cash Load	3%
Replacement Card	£5
Other Fees	
Account Closure	Free
Cashback in Store	Free

* The various limits described in this document may restrict the total deposited amount in any given month.

** The appropriate Subscription Fees will automatically be applied to your account in three different tiers (£3, £9, £18), based on the Total Monthly Deposits, so Subscription Fees will go up and down in line with the performance of your business.

12.2 We will deduct any spend, taxes, charges or Fees due from the Available Balance on your Account. You must ensure that there are always sufficient funds available on your Account before completing any transactions. If any spend, taxes, charges or fees due, exceed the balance of

funds available, we will require you to refund us in full. Should you not be able to repay this amount please contact our customer support team immediately (support@countingup.com). We reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

13. UNAUTHORISED, INCORRECT AND DISPUTED TRANSACTIONS

13.1 If you have a reason to believe that a transaction on your Account was unauthorised by you or a Payment Initiation Service Provider or was made incorrectly, you must inform us immediately, but in any event within 13 months of the date of the relevant transaction.

13.2 If you report an unauthorised transaction to us:

13.2.1 we will by the end of the next Working Day refund the unauthorised amount including any fees to your Account to the position it would have been in if the unauthorised transaction had not taken place.

13.2.2 we are not obliged to refund the unauthorised sums to you if we have reason to believe that the claim is invalid or that you have acted fraudulently and we may notify the police or any other authority permitted by law. If we do not provide a refund by the end of the next

Working Day but subsequently confirm that the transaction was unauthorised, we will refund the sums to you straight away.

13.2.3 we will have no further liability to you once we have refunded the unauthorised sums to you. If we subsequently discover that you were not entitled to a refund, we will reapply the transaction(s), including any fees, to your Account.

13.2.4 you will be liable for all unauthorised transaction(s) made from your Account if you have acted fraudulently, deliberately, with gross negligence or failure to keep the Card, Card security information or Countingup Apps credentials safe in accordance with this Agreement, or where you have failed to notify us without undue delay on becoming aware that the Card, security information related to the Card or Countingup Apps credentials has been lost or stolen.

13.2.5 you will not be liable for unauthorised transactions from your Account after you have told us that the Card, Card security information or Countingup Apps credentials has been lost, stolen or compromised.

13.3 If you tell us that a transaction has been made incorrectly after we are informed, we will immediately refund your Account with sufficient funds including any charges to restore your Account to the same position as if the incorrect transaction had not been made. However, this will not apply if:

13.3.1 any Payment Instructions you gave us were incorrect. If so, we will make reasonable efforts to recover your money if the payment has gone missing, but we may charge you a fee to cover our costs in doing so. We will tell you what the amount might be before we start the recovery process; or

13.3.2 we can evidence or are advised that the payment was actually received by the other bank (in which case they will be liable).

13.4 If funds have been paid into your Account by mistake, we can take the funds back out of your Account and/or put a hold on the money so it cannot be spent.

13.4.1 we are not required to inform you before we withdraw or place a hold on these funds.

13.4.2 if funds go into your Account by mistake, we are required to provide sufficient details about you and the incorrect payment to the bank or institution which issued the payment to enable them to recover the funds.

13.5 If a Direct Debit is processed in error, you will be entitled to a refund from the payee or us under the Direct Debit Guarantee.

13.6 Where you have agreed that another person or business can debit your Account (e.g. if you have given your Card details to a retailer for the purpose

of renting a car or booking a hotel room), you can ask us to refund the debited amount(s) if all the following conditions are satisfied:

13.6.1 the authorisation given did not specify the exact amount to be paid;

13.6.2 the amount that has been charged to your Account was more than you could reasonably have expected to pay, based on the circumstances, including previous spending patterns; and

13.6.3 you make the refund request within eight weeks of the date when the payment was taken from your Account.

13.7 We may ask you to provide information as is reasonably necessary to verify that conditions in 13.6.1 – 13.6.3 apply.

13.8 If you ask us to make a refund under paragraph 13.6 then, within 10 Working Days of the date we receive your request (or if we ask for more information under paragraph 13.7, within 10 Working Days of the date we receive that information) we will either:

13.8.1 collect information from you and take the necessary steps to attempt to recover the debited amount(s) on your behalf; or

13.8.2 collect information from you and tell you the reasons why we do not agree to the refund.

13.9 You will not be entitled to a refund under paragraph 13.6 if:

13.9.1 you have given us your consent for the payment to be made; and

13.9.2 where applicable we (or the person or a Merchant you agreed to pay) have given you information on the payment in question at least four weeks before the due date of the payment.

13.9.3 if the payment in question was higher than you reasonably expected to pay is due to a change in any currency exchange rate.

13.10 Paragraph 13.9 does not limit your rights under the Direct Debit Guarantee Scheme.

13.11 If you dispute a payment that is authorised by you or your business either using your Card or by transferring funds out of your account to another person or business, you can ask us to attempt to recover the debited amount(s) on your behalf if:

13.11.1 the person or business did not provide your business with the contractually agreed goods/services, at all, in full, in the agreed condition, for agreed pricing or within an agreed timeframe; and/or did

not process a refund your business is contractually entitled to, at all, for an agreed amount and/or within an agreed timeframe; and

13.11.2 the debited amount(s) are directly related to the activities of your business.

13.12 We may ask you to provide information as is reasonably necessary to verify that conditions in 13.11.1 – 13.11.2 apply.

14. VARIATION

14.1 We may change this Agreement, including fees and limits by providing you with at least two months prior notice by email (provided you have supplied us with an up-to-date e-mail address) and will ensure the most recent version is always available on the Countingup Apps. Whilst we will always, where possible, give you at least two months' notice of any changes required by UK or EU law or regulation, there may be exceptional instances where this may not be possible. In such circumstances, we will give you as much notice as possible and contact you via email. We may also adjust limits at our discretion at any time to comply with our regulatory obligations and to reduce the risk of financial crime.

14.2 If you do not agree with the changes to the Agreement, you may at any time within the two months' notice period terminate your Agreement and close your Account in accordance with paragraph 9.2 at that time without a

charge. However, in the event you do not cancel during this period then you will be deemed to have accepted them and the changes will apply to you.

14.3 There are some situations where we can make changes to this Agreement and we do not have to notify you in advance. These are changes you probably expect because of the nature of the product or service, or that you will not mind about because they are favourable to you. We do not have to notify you in advance when any of the following happen:

14.3.1 if the change is in your favour, if we reduce your charges, if we make this Agreement fairer to you, or if we introduce a new service or feature from which you can benefit.

14.3.2 we make a change because a change in law or regulation says that we have to by a particular date, and there is no time to give you notice.

14.4 If any part of this Agreement is inconsistent with any regulatory requirements then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with new regulatory requirements, we will make those changes as soon as reasonably practical. We will update our Agreement to reflect the new regulatory requirements when they are reprinted.

15. TERMINATION OR SUSPENSION

15.1 We can terminate this Agreement at any time:

15.1.1 if we give you two months' notice and refund the Available Balance to you, or

15.1.2 with immediate effect if you have breached this Agreement, or if we have reason to believe that you have used, or intend to use the Card or Account in a grossly negligent manner or for fraudulent or other unlawful purposes, if we can no longer process your transactions due to the actions of third parties or if we are not able to align with our regulatory obligations after conducting due diligence on a business, its activity and/or any individuals associated with it.

15.2 We can suspend or terminate your Card, Account and Account Details at any time with immediate effect (and until your default has been remedied or the Agreement terminated) without any prior notice if:

15.2.1 we discover any of the information that you have provided to us when you applied for your Account was incorrect or inaccurate; or

15.2.2 we believe that this is necessary for security reasons; or

15.2.3 we suspect or to prevent suspected unauthorised or fraudulent use of your Card, Account or any security credentials related to any Cards or Account; or

15.2.4 if you have reached your Account Limit; or

15.2.5 any legal obligations require us to do so; or

15.2.6 you have breached this Agreement or we have reason to believe that you have used or intend to use the Card or Account or the Countingup Apps credentials in a grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process any transactions due to the actions of third parties; or

15.2.7 you have directly and/or indirectly, verbally and/or physically been abusive to, threatened or intimidated any member of the Countingup team; or

15.2.8 you are not able to provide evidence that the Account is used for business purposes and/or that a business exists; or

15.2.9 any evidence received in relation to 15.2.8 was not deemed conclusive and/or satisfactory; or

15.2.10 the activity of the Account does not align with the business activities described to us during your application; or

15.2.11 repeated attempts to use the Account for transactions of higher value(s) than the Available Balance and/or repeated declined transactions to subscription merchants are observed.

15.2.12 a credit is processed on your Card by a merchant without a corresponding debit of the same or lower amount, in line with 3.14.1 of Mastercard's Transactions Processing Rules.

15.3 In the event that we do suspend or terminate your Account then if we are able to do so, we will tell you in advance otherwise we will let you know immediately afterwards (to the extent that we are permitted by law). We may advise anyone involved in the transaction if a suspension has taken place.

15.4 Where the provisions of section 15 apply and are not subject to any applicable regulatory requirements, we will at your request issue a refund of any remaining Available Balance on your Account within 45 Working Days from the date valid UK account refund details have been provided to us. Note that we are not able to process refunds to accounts held with our account provider (PPS - with sort code 236972).

15.5 Occasionally, we may be required to send the Account Balance - partially or in full - back to the account provider(s) of a recent remitter(s) on the Account. Our liability in this scenario is as described in 16.1.6.

15.6 Where the provisions of section 15 apply and no valid account refund details have been received, we reserve the right to return the Account Balance, partially or in full - back to the most recent or next available remitter(s) on the Account.

15.7 In the event that any additional fees are found to have been incurred on your Account following termination by either you or us, then subject to this Agreement, you shall refund to us any sum which relates to a withdrawal on the Account or fees and/or charges validly applied whether before or after termination. We will send an invoice to you and will require you to refund us immediately. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

16. OUR LIABILITY

16.1 Our liability in connection with this Agreement (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:

16.1.1 we shall not be liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services at ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems;

16.1.2 we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;

16.1.3 where the Card is faulty due to our default, our liability shall be limited to replacement of the Card, or at our choice, redemption of the Available Balance;

16.1.4 where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount;

16.1.5 in the unlikely event that sums are deducted from your Available Balance but you did not authorise such deduction in accordance with this Agreement then our liability shall be as set out in paragraph 13; and

16.1.6 in the event of 15.5 being applicable, any liability rests with the requester of the sum(s); and

16.1.7 we decline any liability resulting from using the Account for personal purposes; and

16.1.8 we may at any time suspend, modify or discontinue, either temporarily or permanently, 3D Secure and will not be liable to you for any loss resulting from your use or attempted use of 3D Secure; or any suspension, modification or discontinuance of 3D Secure.

16.1.9 in all other circumstances of our default, our liability will be limited to the redemption of the Available Balance.

16.2 Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

16.3 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

16.4 The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as Mastercard, and other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

16.5 In the event of suspected or actual fraud or security threat to your Card or Account, we will use SMS, telephone, post, email or another secure

procedure to contact you. We may ask you to verify your identity for security purposes.

17. YOUR INFORMATION

17.1 Some personal data will be necessary for us to provide you with your Account and services under this Agreement, PPS is the data controller and only use your personal data for this purpose. Please refer to the Privacy Policy published at <https://countinguphq.com/privacy-64d50a40e53e> for full details on the personal data that PPS and Countingup hold, how we will use it and how we will keep it safe.

17.2 If you allow or give consent to an Authorised Third Party Provider to access your Account to provide their services to you, you should know that we have no control over how an Authorised Third Party Provider will use your information nor will we be liable for any loss of information after an Authorised Third Party Provider have access to your information.

18. COMPLAINTS PROCEDURE

18.1 Complaints regarding any element of the service provided by us can be sent to Customer Services via support@countingup.com.

18.2 All complaints will be subject to our complaints procedure. We will email you details of our complaints procedure upon request and, if we receive

a complaint from you, a copy of our complaints procedure will be emailed to you.

18.3 If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (Exchange Tower, London E14 9SR, phone 0800 023 4567). Details of the service offered by the Financial Ombudsman Service are available at www.financial-ombudsman.org.uk.

19. GENERAL

19.1 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

19.2 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

19.3 You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until all Accounts issued to you are terminated and all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under this Agreement.

19.4 No third party who is not a party to this Agreement has a right to enforce any of the provisions in this Agreement, save that Mastercard and their respective affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them and a person specified in paragraph 16.4 may enforce paragraph 16.

19.5 This Agreement contains the information set out in Schedule 4 of the Payment Service Regulations 2017 and you can obtain a copy of this Agreement at any time by visiting the Countingup Apps or the Website.

19.6 This Agreement is governed by English law and you agree to the exclusive jurisdiction of the courts of England and Wales.

19.7 The Financial Services Compensation Scheme is not applicable for this Account. No other compensation schemes exist to cover losses claimed in connection with your Account. We will however safeguard your funds against any loss that can be reasonably anticipated.

20. CONTACTING CUSTOMER SERVICES

20.1 If you have queries or if you are experiencing difficulties, visit our Support Centre, where you can also find information on how we can help vulnerable customers ([Be supported](#)), or email support@countingup.com between the hours of 09:00 and 17:00 UK time, Monday to Friday excluding public bank holidays.

20.2 Lost, stolen and damaged cards can be reported via the Countingup Apps and also by calling 020 8068 6862 selecting the option for lost, stolen and damaged cards.

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